

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

**METROPOLITAN LIFE INSURANCE
COMPANY,**

Plaintiff,

CASE NO. 1:22-cv-706

v.

HON. ROBERT J. JONKER

**LOIS BROWN, KAREN BROWN,
CALIANN BROWN, AND HAYLEY
PARCHER**

Defendants.

and

LOIS BROWN,

Cross-Claimant

v.

KAREN BROWN,

Cross-Defendant.

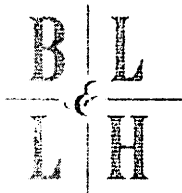
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**CROSS-DEFENDANT KAREN BROWN'S ANSWER TO CROSS-CLAIMANT
LOIS BROWN'S CROSSCLAIM**

Now comes Cross-Defendant Karen Brown, by and through her attorneys Buhl, Little, Lynwood & Harris, PLC, and states in answer to Cross-Claimant's, Lois Brown's, Crossclaim as follows:

General Allegations

1. Cross-Defendant Karen Brown incorporates paragraphs 1-31 of Defendant Karen Brown's Responses to MetLife's Interpleader Complaint by, here, by reference.
2. Admitted.
3. Admitted.
4. Cross-Defendant lacks knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.
5. Cross-Defendant lacks knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.
6. Cross-Defendant lacks knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.
7. Cross-Defendant lacks knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.
8. Cross-Defendant lacks knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.
9. Cross-Defendant lacks knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.
10. Cross-Defendant lacks knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.
11. Cross-Defendant lacks knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.



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12. Cross-Defendant lacks knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.

13. Cross-Defendant lacks knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.

Count I
Fraudulent Misrepresentation

14. Cross-Defendant Karen Brown incorporates paragraphs 1-31 of Defendant Karen Brown's Responses to MetLife's Interpleader Complaint and paragraphs 1-13 of Cross-Defendant's Answer to Cross-Claimant's Crossclaim, here, by reference.

15. Denied in part for the reason that Karen Brown did not intentionally make false representations of material facts to Plaintiff regarding the identity of the person making the online change of beneficiary designations. With regard to the remaining allegations, Cross-Claimant lacks knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.

16. Denied for the reason that the allegations in this paragraph are untrue.

17. Denied for the reason that the allegations in this paragraph are untrue.

18. Denied for the reason that the allegation in this paragraph is untrue.

19. Denied for the reason that no such representations were made by Karen Brown. With regard to the remaining allegations, Cross-Defendant lacks the knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.

20. Denied for the reason that the allegations in this paragraph are untrue.



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Count II
Innocent Misrepresentation

21. Cross-Defendant Karen Brown incorporates paragraphs 1-31 of Defendant Karen Brown's Responses to MetLife's Interpleader Complaint and paragraphs 1-20 of Cross-Defendant's Answer to Cross-Claimant's Crossclaim, here, by reference.

22. Denied for the reason that the allegations in this paragraph are untrue.

23. Denied in part for the reason that no such representations were made by Karen Brown. With regard to the remaining allegations, Cross-Defendant lacks the knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.

24. Denied for the reason that the allegations in this paragraph are untrue.

Count II
Tortious Interference of Contract

25. Cross-Defendant Karen Brown incorporates paragraphs 1-31 of Defendant Karen Brown's Responses to MetLife's Interpleader Complaint and paragraphs 1-24 of Cross-Defendant's Answer to Cross-Claimant's Crossclaim, here, by reference.

26. Cross-Defendant lacks the knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.

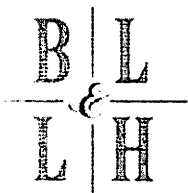
27. Cross-Defendant lacks the knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.

28. Cross-Defendant lacks the knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.

29. Cross-Defendant lacks the knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.

30. Denied for the reason that the allegation in this paragraph is untrue.

31. Denied for the reason that the allegation in this paragraph is untrue.



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32. Cross-Defendant lacks the knowledge or information sufficient to form a belief about the truth of the allegation and leaves Cross-Claimant to its proofs.

33. Denied for the reason that the allegations in this paragraph are untrue.

WHEREFORE, Cross-Defendant, Karen Brown, respectfully requests this Court enter a judgment in her favor and against Defendant Lois Brown and award the following damages:

- A. Karen Brown is the designated beneficiary of the Plan Benefit;
- B. The 2004 Judgment of Divorce precludes the removal of Karen Brown as the designated beneficiary of the Plan Benefit;
- C. The Plan Benefits are to be paid to Karen Brown as the designated beneficiary of the Plan Benefit;
- D. A judgment compelling MetLife to pay the benefits of the plan to Karen Brown;
- E. Interest, costs, and reasonable attorney fees; and
- F. Any additional relief as this Court deems just and equitable under the circumstances.

Dated: October 24, 2022



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AFFIRMATIVE DEFENSES

1. No actual controversy exists; the assets can be distributed according to the named designated beneficiary.
2. Karen Brown did not make any change to the beneficiary designation of decedent's Plan Benefit.
3. Karen Brown did not attempt to make any online changes to the beneficiary designation of decedent's Plan benefit.
4. The 2004 Judgement of Divorce precludes the removal of Karen Brown as beneficiary of the decedent's Plan Benefit.
5. Upon information and belief, the beneficiary of the decedent's Plan Benefit has been Karen Brown dating back to at least the 2004 Judgment of Divorce.
6. Upon information and belief, Karen Brown is the beneficiary of the decedent's Plan Benefit.
7. Decedent lacked sufficient mental capacity to change the beneficiary to the Plan Benefit to Lois Brown.
8. Decedent changed the beneficiary to the Plan Benefit to Lois Brown under duress or by coercion.
9. Decedent changed the beneficiary to the Plan Benefit to Lois Brown because of undue influence.
10. The beneficiary change of the Plan Benefit to Lois Brown was the result of fraud.
11. The durable power attorney allegedly executed by Decedent on August 21, 2021 was not executed in conformance with Michigan law or was not properly witnessed or notarized.
12. Decedent lacked the mental capacity to execute the durable power of attorney allegedly executed on August 21, 2021.



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13. Decedent executed the durable power of attorney under duress or by coercion.

14. Decedent executed the durable power of attorney because of undue influence.

15. The durable power of attorney document produced by Lois Brown is the result of forgery.

16. Upon information and belief, any actions taken in reliance on the durable power of attorney naming Lois Brown or Stephanie Brown as the attorney-in-fact, shall have no effect because the durable power of attorney is invalid.

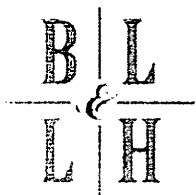
17. Upon information and belief, any actions taken in reliance on the durable power of attorney naming Lois Brown or Stephanie Brown as the attorney-in-fact, shall have no effect because the durable power of attorney is fraudulent.

18. Any beneficiary changes made with regard to the Plan Benefit in reliance on the durable power of attorney naming Lois Brown or Stephanie Brown as the attorney-in-fact, shall have no effect because the document precludes the agent from "chang[ing] the beneficiary of any plan" under the paragraph titled, "INSURANCE PLAN".

19. Any beneficiary changes made with regard to the Plan Benefit in reliance on the durable power of attorney naming Lois Brown or Stephanie Brown as the attorney-in-fact, shall have no effect because the document precludes the agent from "chang[ing] the beneficiary of any life insurance policy" under the paragraph titled, "INSURANCE".

20. Any beneficiary designations changing the beneficiary of the Plan Benefits to Lois Brown, and in the absence of a valid durable power of attorney granting such power, shall have no effect.

21. Any beneficiary designations changing the beneficiary of the Plan Benefits to Lois Brown, while Decedent was under her care during the last weeks of his life, are the result of undue influence exerted on Decedent and shall have no effect.



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Dated: October 24, 2022



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